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California corporation

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CLERY, U.S. DISTRICT COURT,
SOUTHERN DISTRICT OF CALIFORNIA

BY: *CP* DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

'08 CV 0994 JLS JMA

TARGETSAFETY.COM, INC., a California
corporation

Case No.: _____

Plaintiff,

VERIFIED COMPLAINT FOR
DECLARATORY RELIEF, BREACH OF
CONTRACT, SPECIFIC
PERFORMANCE AND INJUNCTIVE
RELIEF

v.

CONTINUING EDUCATION COORDINATING
BOARD FOR EMERGENCY MEDICAL
SERVICES, INC., a Missouri non-profit corporation
and DOES 1-10

Defendants..

Plaintiff, TargetSafety.com, Inc. ("TargetSafety" or "Plaintiff") by and through its
attorneys Procopio, Cory, Hargreaves & Savitch LLP for its complaint alleges as follows:

I.

INTRODUCTION

1. Plaintiff brings this action for declaratory relief, breach of contract, specific
performance and injunctive relief to preclude Defendant CONTINUING EDUCATION
COORDINATING BOARD FOR EMERGENCY MEDICAL SERVICES, INC. ("CECBEMS"
or "Defendant") from revoking TargetSafety's CECBEMS accreditation. As more fully set forth
below, a declaration of the rights and duties of the parties as well as an injunction precluding
CECBEMS from revoking TargetSafety's accreditation are necessary to prevent CECBEMS

1 from engaging in acts of unfair competition and to prevent TargetSafety from suffering
2 irreparable harm.

3
4 **II.**

5 **PARTIES, JURISDICTION AND VENUE**

6 **2.** TargetSafety is a corporation organized under the laws of the State of California,
7 with its principal place of business at 10815 Rancho Bernardo Road, Suite 250, San Diego,
8 California 92127.

9 **3.** Plaintiff is informed and believes and thereupon alleges that Defendant
10 CECBEMS (pronounced *ses beams*) is a Missouri corporation doing business in Texas and
11 elsewhere in the United States, and with offices located at 12200 Ford Road, Suite 478, Dallas,
12 Texas 75244.

13 **4.** The true names and capacities whether individual, corporate, associate or
14 otherwise of Defendants Does 1 through 10 are unknown to Plaintiff, who therefore sues said
15 Defendants by such fictitious names. Plaintiff is informed and believes and thereupon alleges
16 that each of said Defendants in some manner is responsible for the events and happenings herein
17 alleged, either contractually or tortuously, and the causes of damage to Plaintiff as herein alleged,
18 and Plaintiff will amend this complaint to allege such true names and capacities when same are
19 ascertained.

20 **5.** This Court has jurisdiction over this action based on diversity of the parties
21 pursuant to 28 U.S.C. § 1332. Plaintiff is a resident of San Diego. Defendant is a foreign
22 corporation with a place of business in Texas and has the requisite minimum contacts with
23 California. The amount in controversy exceeds \$75,000 exclusive of interest and costs. Venue is
24 proper pursuant to 28 U.S.C. § 1391(a) since a substantial part of the events giving rise to this
25 complaint took place in this district.

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III.

FACTS COMMON TO ALL CAUSES OF ACTION

6. TargetSafety is a pioneer and leader in web-based solutions designed to simplify and standardize risk management for organizations. As part of its business, TargetSafety offers online fire and Emergency Medical Service ("EMS") courses to its customers and in exchange receives a fee. These courses allow EMS professionals nationwide to stay current with their continuing education hours and assist with the management and documentation of training.

7. CECBEMS is an accrediting body for online EMS continuing education courses and online course providers. Many state and local EMS certifying organizations across the nation accept CECBEMS accreditation when approving online EMS courses for state continuing education credit.

8. TargetSafety delivers state approved online continuing education to clients in California. In 2006, TargetSafety sought CECBEMS' accreditation of specific EMS courses. Although an option, TargetSafety did not seek CECBEMS accreditation as an organization.

9. To date, CECBEMS has accredited more than three quarters of TargetSafety's catalog of online Certified EMS Training courses. In exchange, TargetSafety must pay CECBEMS 25 cents every time an EMS professional completes a TargetSafety course that has been accredited by CECBEMS. The remainder of TargetSafety's online Certified EMS Training catalog of courses is currently under review by CECBEMS. Since obtaining CECBEMS accreditation for certain courses, TargetSafety has offered CECBEMS-accredited courses to EMS professionals in the states where CECBEMS accreditation is required.

10. In states like California, however, where all of TargetSafety's courses have already been accredited by the state or local Emergency Medical Service licensing agency, TargetSafety has continued to offer a full catalog of courses to its clients. This has allowed TargetSafety to maintain market share in states where state or local licensing agencies accredit courses while at the same time develop new business in states that require CECBEMS accreditation.

1 11. On or about March 15, 2008, Elizabeth Sibley the Executive Director of
2 CECBEMS sent correspondence to Laura Boehm, TargetSafety's Director of Course Content,
3 taking issue with a course certificate issued to a student in California that did not carry the
4 CECBEMS' statements even though the course completion date fell within the approval period
5 for the course. The course in question had been approved by the State of California and the state
6 approval was clearly indicated on the certificate. On April 7, 2008, Ms. Boehm responded to Ms.
7 Sibley stating that TargetSafety had been delivering state-approved continuing education to
8 clients in California since well before it began the CECBEMS approval process for particular
9 TargetSafety courses. CECBEMS was made aware of this fact at the time TargetSafety initially
10 sought CECBEMS accreditation of specific courses as TargetSafety clearly referenced its Web
11 site, which contains TargetSafety's course descriptions. Ms. Boehm explained that when
12 TargetSafety began the CECBEMS' approval process, TargetSafety updated its course materials
13 and testing methodology to meet CECBEMS approval requirements, creating new versions of
14 TargetSafety's courses. However, in states where TargetSafety's online content was already
15 approved like in California, TargetSafety has continued to deliver the state approved versions of
16 the courses and did so for two reasons: (a) so TargetSafety would not have to reapply to states
17 where its content was already approved until that approval expired (since several states require an
18 additional approval process even for CECBEMS approved content) and (b) so TargetSafety could
19 continue to deliver a complete, approved catalog in those areas (since some TargetSafety courses
20 were still in the midst of the CECBEMS accreditation process). Ms. Boehm also stated to Ms.
21 Sibley that the certificate in question did not have the CECBEMS statement because the student
22 took the state-approved version of the course (which uses a different testing methodology and
23 different test questions than the CECBEMS approved version of the course). Ms. Boehm also
24 stressed to Ms. Sibley that TargetSafety never represented to the student that the courses were
25 CECBEMS approved.

26 12. In response to Ms. Boehm's correspondence, on April 11, 2008, Ms. Sibley sent a
27 letter to Ms. Boehm, a copy of that letter is attached hereto as Exhibit 1. In her letter, Ms. Sibley
stated that TargetSafety's actions were taken without consulting CECBEMS and caused

1 CECBEMS great concern. Ms. Sibley, without citing any particular written requirement in
2 CECBEMS policies or procedures stated that it was a requirement of CECBEMS accreditation
3 that once accredited, only the accredited version of the topic is to be available to students and all
4 course completions for CECBEMS accredited courses are to be reported at least quarterly and all
5 certificates issued for these courses are to carry the required CECBEMS statements. Without
6 citing any authority, Ms. Sibley's letter went on to state that this purported requirement applies,
7 regardless of arrangements made with state EMS agencies or with clients prior to the date of
8 CECBEMS accreditation. CECBEMS demanded that TargetSafety within sixty days replace all
9 previous versions of course titles with CECBEMS accredited versions of the courses and report
10 all course completions that fall within the approval period for each of these titles. Ms. Sibley's
11 letter expressly threatened that if TargetSafety was not in compliance within sixty days,
12 CECBEMS would notify the State EMS offices, The National Registry, and the staff and board
13 members of each of its sponsoring organizations that the courses offered by TargetSafety do not
14 comply with CECBEMS accreditation requirements and that accreditation was withdrawn
15 pursuant to the policy for the denial, suspension or revocation of CECBEMS accreditation. The
16 issues raised by Ms. Sibley did not relate to the actual content of any of the courses. In point of
17 fact, CECBEMS has already approved the content of and accredited many of TargetSafety's
18 courses.

19 **13.** Ms. Sibley's letter caused TargetSafety great concern. TargetSafety had not been
20 provided with any express authority, policy or procedure supporting the purported requirements
21 listed in Ms. Sibley's letter nor was TargetSafety afforded the appeal process purportedly provided
22 by CECBEMS. To that end, on April 25, 2008, TargetSafety wrote to CECBEMS asking for
23 specific information including: (1) the specific source and basis for the accreditation
24 requirements alleged in CECBEMS April 11, 2008 letter; (2) specification of which CECBEMS
25 accreditation requirements are allegedly not being complied with by TargetSafety and the basis
26 for those requirements; (3) whether there had been a vote by the CECBEMS Board of Directors
27 to withhold, suspend or revoke TargetSafety's accreditation based on evidence of "fraud,
deception or impropriety"; and (4) if such a vote had been taken, written notice of any decision of

1 the Board and written notice of the CECBEMS standards with which the evidence suggests that
2 TargetSafety was not compliant. A copy of this letter is attached hereto as Exhibit 2. Despite the
3 fact that TargetSafety's letter asked for a response by May 2, 2008 so that TargetSafety could
4 timely respond to Ms. Sibley's April 11, 2008 letter, CECBEMS did not respond to
5 TargetSafety's letter until May 14, 2008. A copy of that response is attached hereto as Exhibit 4.
6 Ms. Sibley's May 14, 2008 letter ignored TargetSafety's request for information and simply
7 dictated alleged steps that TargetSafety "must" take by June 11, 2008 or presumably CECBEMS
8 would revoke TargetSafety's CECBEMS accreditation. Although Ms. Sibley took issue with one
9 of the marketing materials submitted by TargetSafety, CECBEMS continued to fail to cite to any
10 particular requirement in writing that once accredited, only the accredited version of the topic
11 could be offered irrespective of whether other versions were state approved and that all course
12 completions for CECBEMS' accredited courses be reported at least quarterly and all certificates
13 issued for these courses carry the required CECBEMS statements.

14 **14.** On May 19, 2008, TargetSafety's attorney wrote to CECBEMS again requesting
15 the information previously requested by TargetSafety and asking for more time beyond June 11,
16 2008 so that the parties could attempt to resolve this matter without the arbitrary pressure
17 imposed by CECBEMS. A copy of TargetSafety's counsel's letter is attached hereto as Exhibit
18 5. On May 27, 2008, a response to TargetSafety's counsel's letter was received from Attorney
19 Bradley M. Pinsky, purported national counsel to CECBEMS. A true and correct copy of Mr.
20 Pinsky's letter is attached hereto as Exhibit 6. In his letter, Mr. Pinsky made it clear that
21 CECBEMS neither wished to provide the information that was being requested by TargetSafety
22 so that TargetSafety could understand CECBEMS' position nor wished to cooperate with
23 TargetSafety in an effort to resolve this matter.

24 **15.** CECBEMS' ability to accredit online continuing education courses is unique in
25 that no other private organization has the authority to determine the state accreditation standards
26 for the online continuing education of EMS professionals. In 16 states, the state Emergency
27 Medical Service licensing agency automatically accepts online course accreditation from
CECBEMS. In these states, CECBEMS accreditation is tantamount to state accreditation. In 12

1 additional states, online course accreditation authority is delegated to regional/local medical
2 directors who oftentimes simply rely on CECBEMS accreditation in their determination as to
3 whether TargetSafety can offer on-line continuing education courses to firefighters and EMTs in
4 their region. Target Safety is informed and believes that at least one medical director has told
5 TargetSafety that he will not permit TargetSafety to offer courses unless the courses are
6 CECBEMS accredited. TargetSafety believes additional medical directors will similarly require
7 CECBEMS accreditation. By threatening to revoke its accreditation unless TargetSafety offers
8 CECBEMS accredited courses in states that do not require CECBEMS, CECBEMS is essentially
9 leveraging its unique authority to accredit on-line continuing education courses in some states in
10 an effort to generate fees in other states that do not require CECBEMS. CECBEMS realizes that
11 if it revokes TargetSafety's accreditation, TargetSafety will suffer harm and therefore is using
12 this threat and its position of dominance in an effort to generate more fees in states where
13 CECBEMS-accredited courses are not offered nor required to be offered. This practice is unfair
14 and contrary to the unfair competition laws. This practice also violates the parties' contractual
15 relationship and deprives TargetSafety of the unique accreditation that only CECBEMS can
16 provide in 16 states.

17 **16.** Furthermore, CECBEMS states to its customers that CECBEMS maintains the
18 right to withhold, suspend or revoke accreditation for any evidence of fraud, deception or
19 impropriety. A majority of the vote of CECBEMS' Board of Directors is required before such an
20 action can be taken. A copy of the CECBEMS policy in this regard is attached hereto as Exhibit
21 3 and incorporated by reference. In the event there is a finding of fraud, deception or
22 impropriety, CECBEMS is to provide its customer with an appellate process. The appellate
23 process requires that the CECBEMS chairperson shall notify the sponsoring organization in
24 writing, by certified mail, of the CECBEMS standards with which the evidence suggests that the
25 organization is not compliant. In addition to threatening to revoke TargetSafety's accreditation
26 unless TargetSafety offers the CECBEMS courses in the non CECBEMS states and pays the
27 accompanying fee, CECBEMS has not provided TargetSafety with due process pursuant to its
own appellate process in that the CECBEMS chairperson has failed to notify TargetSafety in

1 writing, by certified mail, of the CECBEMS standards with which the evidence suggests that the
2 organization is not compliant.

3 17. Despite the actions of CECBEMS, if TargetSafety does not acquiesce to
4 CECBEMS' demands and in essence pay additional fees in the states where it is not offering nor
5 required to offer CECBEMS courses, CECBEMS will revoke TargetSafety's accreditation, deny
6 TargetSafety the benefit of the policies CECBEMS agreed to provide, and TargetSafety will be
7 irreparably harmed.

8 **FIRST CAUSE OF ACTION**

9 (Declaratory Relief Against All Defendants)

10 18. Plaintiff reiterates each and every allegation in paragraphs 1 through 18 above as
11 though fully set forth and pleaded herein.

12 19. In 2006, TargetSafety began submitting online EMS continuing education courses
13 for accreditation from CECBEMS.

14 20. An actual controversy has risen and now exists between TargetSafety and
15 CECBEMS concerning their respective rights and duties in that TargetSafety contends that it can
16 offer non CECBEMS accredited courses in states that accept such courses and do not require
17 CECBEMS accreditation whereas CECBEMS disputes this contention, contends that only the
18 CECBEMS accredited version of a topic can be available to students regardless of a state's
19 requirements and has now stated to TargetSafety that, although unnecessary, if TargetSafety does
20 not offer CECBEMS accredited versions of the topics nationwide and, in turn, pay CECBEMS
21 the related fees, CECBEMS will revoke TargetSafety's CECBEMS accreditation. TargetSafety
22 maintains that such actions by CECBEMS would be contrary to law and in violation of the
23 agreement of the parties. Furthermore, CECBEMS is not following its appellate process and
24 CECBEMS is demonstrating that its grounds for revoking accreditation, "fraud, deception and
25 impropriety", are vague and can be abused by CECBEMS to leverage fees that customers such as
26 TargetSafety should not otherwise be required to pay.

27 21. TargetSafety desires a judicial determination of the parties' rights and duties, a
declaration as to whether CECBEMS can revoke TargetSafety's accreditation on the basis that

1 TargetSafety is not offering CECBEMS accredited courses in every state irrespective of whether
2 such states require CECBEMS accreditation, a declaration that CECBEMS follow it own
3 appellate policies and a declaration as to what constitutes fraud, deception or impropriety for
4 purposes of revoking accreditation.

5 **SECOND CAUSE OF ACTION**

6 (Breach of Contract Against All Defendants)

7 **22.** Plaintiff realleges and incorporates by reference all allegations in paragraphs 1
8 through 21 of its complaint above as if each such allegation was set forth again.

9 **23.** As more fully set forth above, since 2006, TargetSafety has submitted specific
10 online EMS courses to CECBEMS for accreditation. In exchange for an application fee and
11 ongoing fees paid for each student who takes any CECBEMS accredited course offered by Target
12 Safety, CECBEMS approved the content of specific TargetSafety courses and provided
13 accreditation which is renewable every three years. As part of this contractual relationship,
14 CECBEMS agreed that it would not withhold, suspend or revoke TargetSafety's accreditation
15 unless CECBEMS had evidence of fraud, deception or impropriety committed by TargetSafety.
16 In addition, CECBEMS agreed that TargetSafety's accreditation could not be revoked unless
17 CECBEMS provided TargetSafety with its appeals process.

18 **24.** TargetSafety has performed its duties and obligations under the agreement with
19 CECBEMS. CECBEMS is in breach of the agreement between TargetSafety and CECBEMS in
20 that it is now in the process of revoking TargetSafety's accreditation despite the absence of any
21 fraud, deception or impropriety and despite the fact that CECBEMS is not following its own
22 appeals process. In point of fact, CECBEMS has approved and accredited the content of many of
23 TargetSafety's courses. Furthermore, TargetSafety is informed and believes that CECBEMS is
24 in breach of its agreement with TargetSafety in that it has failed to provide a letter to at least one
25 state attesting to TargetSafety courses being accredited by CECBEMS.

26 **25.** As the result of CECBEMS breaches of the agreement between TargetSafety and
27 CECBEMS, TargetSafety is incurring damages in an amount according to proof at trial.

THIRD CAUSE OF ACTION

(Specific Performance Against All Defendants)

26. Plaintiff reiterates each and every allegation in paragraphs 1 through 25 above as though fully set forth and pleaded herein.

27. As more fully set forth above, CECBEMS agreed to provide TargetSafety with a unique item, accreditation, and now is in breach of the parties' agreement and is threatening to revoke such accreditation.

28. TargetSafety has performed its duties and obligations under the agreement between TargetSafety and CECBEMS. CECBEMS is in breach of the agreement between TargetSafety and CECBEMS in that it is now in the process of revoking TargetSafety's accreditation despite the absence of any fraud, deception, or impropriety and despite the fact that CECBEMS is not following its own appeals process.

29. TargetSafety hereby seeks an order from the Court compelling CECBEMS to specifically perform the parties agreement and to continue to provide TargetSafety with CECBEMS accreditation with respect to those courses that have already been accredited by CECBEMS and to provide TargetSafety with CECBEMS accreditation with respect to those courses that are under application with CECBEMS or courses which TargetSafety will submit to CECBEMS for accreditation so long as the content to those courses meets with CECBEMS accreditation process.

FOURTH CAUSE OF ACTION

(For Injunctive Relief Against All Defendants)

30. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1 through 29 of its complaint above as if each such allegation was set forth again.

31. As alleged herein above, and incorporated herein, CECBEMS has threatened to revoke TargetSafety's accreditation without providing TargetSafety with a particular source and basis for the alleged accreditation requirements now asserted by CECBEMS and has not afforded TargetSafety with due process in accordance with CECBEMS own stated appeals process.

32. Plaintiff has no plain, speedy, or adequate remedy at law to prevent CECBEMS

1 from revoking TargetSafety's accreditation and, in the absence of injunctive relief, will sustain
2 irreparable injury as a consequence of CECBEMS revoking TargetSafety's accreditation.

3 **33.** Accordingly, Plaintiff is entitled to temporary, preliminary and permanent
4 injunctive relief prohibiting CECBEMS, and any persons, parties or entities acting in concert
5 with them, from violating TargetSafety's accreditation rights. Additionally, Plaintiff is entitled to
6 temporary, preliminary and permanent injunctive relief under California's Unfair Competition
7 laws (California Business and Professions Code section 17200 et seq.).

8 **34.** As alleged herein above and incorporated by reference, TargetSafety also has no
9 plain, speedy or adequate remedy at law to secure CECBEMS' compliance with its own appeals
10 process and, in the absence of injunctive relief, will sustain irreparable injury by virtue of
11 CECBEMS' failure to follow its own processes.

12 **35.** Accordingly, Plaintiff is entitled to injunctive relief prohibiting CECBEMS from
13 revoking TargetSafety's accreditation and compelling CECBEMS to follow its appeals process in
14 a manner consistent with the law.

15 WHEREFORE, Plaintiff prays for judgment against Defendants and each of them, as
16 follows:

17 1. For a declaration of the parties' rights and duties including that CECBEMS cannot
18 revoke TargetSafety's CECBEMS accreditation on the grounds that TargetSafety is not offering
19 CECBEMS accredited courses in states that do not require CECBEMS accreditation and
20 additionally the rights and duties of CECBEMS and TargetSafety going forward;

21 2. For compensatory damages according to proof;

22 3. For a temporary restraining order, preliminary injunction and permanent
23 injunction (a) restraining CECBEMS and any persons, or entities working in concert with them,
24 from revoking Plaintiff's CECBEMS accreditation, and (b) requiring CECBEMS to follow its
25 own appellate process in a manner consistent with the law;

26 4. For attorney's fees according to proof; and

27 5. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated: June 4th, 2008

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: 


Frank L. Tobin
Mathieu G. Blackston
Attorneys for Plaintiff
TARGETSAFETY.COM, INC., a California
corporation

VERIFICATION

1
2 I, Bruce Kaechele, declare as follows:

3 I am the PRESIDENT of TARGETSAFETY.COM, INC., a California
4 corporation, and I am authorized to make this verification on its behalf. I have read the foregoing
5 Complaint, and the allegations contained herein are true of my own knowledge, except as to
6 those matters alleged on information and belief, and as to those allegations, I believe them to be
7 true. If called as a witness in these proceedings, I could and would testify competently thereto.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct, and that this Verification was executed at ANAHEIM California on
10 this 3 day of June, 2008.

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13 Bruce Kaechele
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TargetSaftey.Com, Inc.

vs.

Continuing Education Coordinating Board for Emergency Medical Services**TABLE OF CONTENTS TO TARGETSAFETY.COM'S VERIFIED
COMPLAINT FOR DECLARATORY RELIEF, BREACH OF
CONTRACT, SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF**

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGE NO's.</u>
1	April 11, 2008 letter from Elizabeth Sibley to Laura Boehm	1-4
2	April 25, 2008 letter from Bruce Kaechele to Elizabeth Sibley	5-6
3	<i>CECBEMS' Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation</i>	7
4	May 14, 2008 letter from Elizabeth Sibley to Bruce Kaechele	8-10
5	May 19, 2008 letter from Frank Tobin to Elizabeth Sibley	11-14
6	May 27, 2008 letter from Bradley Pinsky to Frank Tobin	15-16



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American College of
Emergency Physicians

American College of
Osteopathic Emergency
Physicians

National Association of
Emergency Medical
Technicians

National Association of
EMS Educators

National Association of
EMS Physicians

National Association of
State EMS Officials

National Registry of
Emergency Medical
Technicians

April 11, 2008

Laura Boehm
10815 Rancho Bernardo Road, Suite 250
San Diego, CA 92127

Dear Laura:

Thank you for your email explaining the situation with the certificate issued to a student in San Bernadino, CA. The actions taken by Target Safety described in this message were taken without consulting with CECBEMS and cause us great concern.

It is a requirement of CECBEMS accreditation that once accredited, only the accredited version of the topic will be available to students and all course completions for CECBEMS accredited courses be reported at least quarterly and all certificates issued for these course carry the required CECBEMS statements. This requirement applies, regardless of arrangements made with state EMS agencies or with clients prior to the date of CECBEMS accreditation.

Therefore, to maintain its accreditation, Target Safety must take the following steps to come into compliance within 60 days. Although the situation we identified involved a California student, these steps apply to any situation in any state in which the CECBEMS accredited version of the course is not being offered and course completions are not being reported.

1. Replace all previous versions of course titles with the CECBEMS accredited version of the course.
2. Report all course completions that fall within the approval period for each of these titles.

If Target Safety is not in compliance within 60 days, CECBEMS will notify state EMS offices, the National Registry, and the staff and board members of each of its sponsoring organizations that the courses offered by Target Safety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to the *Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation*.

Feel free to contact us if you have questions. CECBEMS is eager to be of service, but only if it has confidence that Target Safety takes compliance with CECBEMS requirements seriously.

We look forward to hearing from you, to resolving this matter, and to continuing our professional relationship.

Sincerely,

Elizabeth Sibley
Executive Director

Copy: Bruce Kaechele

CECBEMS Accredited Target Safety Courses

Provider No	Course No	Title	Online	Status	App. Date	Expires
PTGSF5900	07-CECB-F3-0600	Airway Management Basic	1	Approved	3/6/2007	2/28/2010
PTGSF5900	07-CECB-F3-0601	Airway Management Advanced	1	Approved	5/7/2007	5/28/2010
PTGSF5900	07-CECB-F3-0602	Patient Assessment Basic	1	Approved	3/8/2007	3/28/2010
PTGSF5900	07-CECB-F3-0603	Patient Assessment Advanced	1	Approved	3/8/2007	3/28/2010
PTGSF5900	07-CECB-F3-0604	Obstetrical Emergencies Basic	1	Approved	3/6/2007	2/28/2010
PTGSF5900	07-CECB-F3-0605	EMS Driving Safety	1	Approved	3/6/2007	2/28/2010
PTGSF5900	07-CECB-F3-0622	Environmental Emergencies Basic	1	Approved	4/19/2007	4/14/2010
PTGSF5900	07-CECB-F3-0623	Environmental Emergencies Advanced	1	Approved	4/2/2007	4/14/2010
PTGSF5900	07-CECB-F3-0624	Altered Mental Status	1	Approved	4/2/2007	4/14/2010
PTGSF5900	07-CECB-F3-0625	Geriatric Emergencies Advanced	1	Approved	3/28/2007	4/14/2010
PTGSF5900	07-CECB-F3-0626	Medical, Ethical and Legal Issues in Emergency Medical Care	1	Approved	4/3/2007	4/14/2010
PTGSF5900	07-CECB-F3-0638	Infectious Disease Control	1	Approved	5/8/2007	6/3/2010
PTGSF5900	07-CECB-F3-0639	Workplace Stress	1	Approved	5/22/2007	6/3/2010
PTGSF5900	07-CECB-F3-0640	Back Injury Prevention	1	Approved	5/8/2007	6/3/2010
PTGSF5900	07-CECB-F3-0641	Protecting Yourself from Influenza	1	Approved	5/8/2007	6/3/2010
PTGSF5900	07-CECB-F3-0642	HIPAA Awareness	1	Approved	5/8/2007	6/3/2010
PTGSF5900	07-CECB-F3-0643	HIV/AIDS Awareness	1	Approved	11/20/2007	6/3/2010
PTGSF5900	07-CECB-F3-0644	Communication and Documentation	1	Approved	5/14/2007	5/3/2010
PTGSF5900	07-CECB-F3-0650	Respiratory Emergencies Basic	1	Approved	5/24/2007	6/24/2010
PTGSF5900	07-CECB-F3-0651	Respiratory Emergencies Advanced	1	Approved	6/7/2007	6/24/2010
PTGSF5900	07-CECB-F3-0652	Head and Face Injuries Advanced	1	Approved	7/9/2007	7/24/2010
PTGSF5900	07-CECB-F3-0653	Neonatology Advanced	1	Approved	6/5/2007	6/24/2010
PTGSF5900	07-CECB-F3-0654	Patients with Special Challenges	1	Approved	6/12/2007	6/24/2010

PTGSF5900	07-CECB-F3-0655	Introduction to Hazmat	1	Approved	6/12/2007	6/24/2010
PTGSF5900	07-CECB-F3-0656	Managing Multiple Casualty Incidents	1	Approved	6/19/2007	6/24/2010
PTGSF5900	07-CECB-F3-0657	Pharmacology Basic	1	Approved	6/9/2007	6/24/2010
PTGSF5900	07-CECB-F3-0658	CNS Injuries Basic	1	Approved	7/9/2007	7/30/2010
PTGSF5900	07-CECB-F3-0659	CNS Injuries Advanced	1	Approved	7/2/2007	6/24/2010
PTGSF5900	07-CECB-F3-0661	Thoracic Emergencies Advanced	1	Approved	6/24/2007	6/24/2010
PTGSF5900	07-CECB-F3-0662	Pediatrics Advanced	1	Approved	7/10/2007	6/24/2010
PTGSF5900	07-CECB-F3-0663	Hazard Communication	1	Approved	6/20/2007	6/24/2010
PTGSF5900	07-CECB-F3-0664	Confined Space Entry	1	Approved	7/1/2007	6/24/2010
PTGSF5900	07-CECB-F3-0665	Emergency Response to Terrorism	1	Approved	6/25/2008	6/24/2010

CONTINUING EDUCATION COORDINATING BOARD FOR EMERGENCY MEDICAL SERVICES

**POLICY FOR THE DENIAL, SUSPENSION, OR
REVOCATION OF CECBEMS ACCREDITATION**

CECBEMS maintains the right to withhold, suspend, or revoke accreditation for any evidence of fraud, deception or impropriety. A majority vote of the CECBEMS Board of Directors is required before such action can be taken.

All applicants for accreditation shall be given a copy of this policy, a copy of the actions that could result in denial suspension or revocation of accreditation, and a copy of the process for appeal.

DENIAL, SUSPENSION, REVOCATION CRITERIA

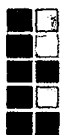
Actions that could result in the denial, suspension or revocation of CECBEMS accreditation shall include but not be limited to, the following:

Fraud in the procurement of any CECBEMS accreditation as a continuing education provider.
Fraud in the procurement of any CECBEMS accreditation of a continuing education course.

APPEAL PROCESS

Following is the process for appealing a decision by the CECBEMS Board of Directors to suspend or revoke an accreditation.

- 1) The CECBEMS Chairperson shall notify the contact person of the sponsoring organization in writing, by certified mail, of the CECBEMS standards with which evidence suggests that the organization is not in compliance.
- 2) Within 15 days of receipt of notification of noncompliance, the contact person for the sponsoring organization shall submit in writing, by certified mail, to the CECBEMS Chairperson one of the following:
 - a. Evidence of compliance with the CECBEMS standards(s) in question, or
 - b. A plan for meeting compliance with the CECBEMS standard(s) in question within 60 days from the day of receipt of notification of noncompliance.
- 3) Within 15 days of receipt of the response from the contact person of the sponsoring organization, or within 30 days from the mailing date of the noncompliance notice if no response is received from the contact person of the sponsoring organization, the CECBEMS Chairperson shall notify the contact person of the sponsoring organization in writing, by certified mail, of one of the following:
 - a. Decision to accept the evidence of compliance.
 - b. Decision to accept the plan for meeting compliance.
 - c. Decision to suspend the accreditation, including the beginning and ending dates of the suspension and conditions for lifting of the suspension.
 - d. Decision to revoke the accreditation, including the effective date of the revocation, which may not be less than 60 days from the date of the letter of decision from the CECBEMS Chairperson.



April 25, 2008

VIA OVERNIGHT DELIVERY

Elizabeth Sibley
Executive Director
Continuing Education Coordinating
Board for Emergency Medical Services
1200 Four Roads, Ste. 478
Dallas, Texas 75234

Re: CECBEMS Letter of April 11, 2008 to Laura Boehm

Dear Ms. Sibley:

Thank you for your April 11, 2008 letter to Laura Boehm. TargetSafety believes it is working well with the Continuing Education Coordinating Board for Emergency Medical Services ("CECBEMS"). Nonetheless, TargetSafety was surprised at the formality and tone of your April 11, 2008 letter considering the prior informal e-mail exchange between Ms. Boehm and yourself.

TargetSafety desires to continue its good working relationship with CECBEMS and address the issues raised in your letter. However, before responding to your letter which TargetSafety plans to do soon, TargetSafety would appreciate it if you could answer the following questions in order to assist it in understanding CECBEMS' position.

Your letter states:

It is a requirement of CECBEMS accreditation that once accredited, only the accredited version of the topic will be available to students and all course completions for CECBEMS accredited courses be reported at least quarterly and all certificates issued for these course carry the required CECBEMS statements. This requirement applies, regardless of arrangements made with state EMS agencies or with clients prior to the date of CECBEMS accreditation.

These requirements set forth in your letter are not consistent with TargetSafety's understanding of CECBEMS' accreditation requirements. After receiving your letter, TargetSafety has not located anything in writing referring to such requirements. Accordingly, please refer us to the specific source and basis for these requirements so that TargetSafety can fully understand CECBEMS' position in this regard.

In addition, your letter provides TargetSafety with 60 days from your April 11, 2008 letter to comply, or "CECBEMS will notify state EMS offices, The National Registry and the staff and board members of each of its sponsoring organizations that the courses offered by TargetSafety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to *The Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation*."

Again, TargetSafety requests that you specify which CECBEMS specific accreditation requirements are not being complied with and the basis for those requirements.

TargetSafety ~ 10815 Rancho Bernardo Road ~ Suite 250 ~ San Diego, CA 92127 ~ (858) 618-2468



Letter to Elizabeth Sibley – April 25, 2008

Furthermore, TargetSafety does not understand how its accreditation could be formally withdrawn within sixty-days of your April 11, 2008 letter "pursuant to *The Policy for the Denial, Suspension, or Revocation of CECBEMS accreditation*." In order for that policy to apply and result in a withholding, suspension or revocation of accreditation, that policy states there must be evidence of "fraud, deception or impropriety." Is CECBEMS alleging there is such evidence with regard to TargetSafety? This is certainly not TargetSafety's understanding and TargetSafety trusts that CECBEMS is not making such allegations. However, if TargetSafety is incorrect and CECBEMS is in fact alleging as such, please refer us to the specifics of the allegation and the evidence. Also, such a withholding, suspension or revocation finding can only occur upon the majority vote of the CECBEMS Board of Directors. Has there been such a vote? TargetSafety is certainly not aware of any such vote.

If there was such a finding and a vote, then under the CECBEMS appeal process, TargetSafety is entitled to written notice of the decision and written notice of the CECBEMS standards with which the evidence suggests that the organization is not compliant. This written notice is to be transmitted by certified mail. This has not occurred, and the basis of any alleged noncompliance in your April 11, 2008 letter is not clear to TargetSafety. If there were such a finding after a majority vote of the CECBEMS Board of Directors, TargetSafety would be entitled to an appellate process as set forth in *The Policy for Denial, Suspension, or Revocation of CECBEMS Accreditation* before any final decision is made.

As such, any notification to state EMS offices, the National Registry, and the staff and board members of each of its sponsoring organizations that the courses offered by TargetSafety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to *The Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation* would be incorrect and contrary to CECBEMS' own policy and appeal process. Such notification would cause irreparable harm to TargetSafety's business, and TargetSafety would have no choice but to hold CECBEMS accountable for all such harm to the fullest extent provided by law. As such, TargetSafety trusts that CECBEMS will work with it to resolve any issues and follow its own policies before taking such action, which TargetSafety maintains would be inappropriate.

We look forward to working through these issues with CECBEMS and maintaining a good working relationship. Please provide the information requested by this letter by close of business on May 2, 2008, so that TargetSafety has adequate time to evaluate the information that CECBEMS provides, and thereafter, to respond to your April 11, 2008 letter to Ms. Boehm within the sixty-day deadline that you have imposed.

Thank you in advance for your attention to this matter.

Sincerely,

Bruce Kaechele
President and CEO
TargetSafety

cc: Laura Boehm, TargetSafety

CONTINUING EDUCATION COORDINATING BOARD FOR EMERGENCY MEDICAL SERVICES

**POLICY FOR THE DENIAL, SUSPENSION, OR
REVOCATION OF CECBEMS ACCREDITATION**

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All applicants for accreditation shall be given a copy of this policy, a copy of the actions that could result in denial suspension or revocation of accreditation, and a copy of the process for appeal.

DENIAL, SUSPENSION, REVOCATION CRITERIA

Actions that could result in the denial, suspension or revocation of CECBEMS accreditation shall include but not be limited to, the following:

- Fraud in the procurement of any CECBEMS accreditation as a continuing education provider.
- Fraud in the procurement of any CECBEMS accreditation of a continuing education course.

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Following is the process for appealing a decision by the CECBEMS Board of Directors to suspend or revoke an accreditation.

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 - b. A plan for meeting compliance with the CECBEMS standard(s) in question within 60 days from the day of receipt of notification of noncompliance.
- 3) Within 15 days of receipt of the response from the contact person of the sponsoring organization, or within 30 days from the mailing date of the noncompliance notice if no response is received from the contact person of the sponsoring organization, the CECBEMS Chairperson shall notify the contact person of the sponsoring organization in writing, by certified mail, of one of the following:
 - a. Decision to accept the evidence of compliance.
 - b. Decision to accept the plan for meeting compliance.
 - c. Decision to suspend the accreditation, including the beginning and ending dates of the suspension and conditions for lifting of the suspension.
 - d. Decision to revoke the accreditation, including the effective date of the revocation, which may not be less than 60 days from the date of the letter of decision from the CECBEMS Chairperson.

May 14 2008 4:55PM

CECBEMS

21 20545

p. 2



12200 Ford Road
Suite 478
Dallas, Texas 75234
Phone 972.247.4442
Fax 214.432.0545
cecbems@cecbems.org

American College of
Emergency Physicians

American College of
Osteopathic Emergency
Physicians

National Association of
Emergency Medical
Technicians

National Association of
EMS Educators

National Association of
EMS Physicians

National Association of
State EMS Officials

National Registry of
Emergency Medical
Technicians

May 14, 2007

Bruce Kaechele
President and CEO
TargetSafety
10815 Ranch Bernardo Road, Suite 250
San Diego, CA 92127

Dear Mr. Kaechele:

Thank you for your letter of April 25 expressing TargetSafety's desire to maintain a good working relationship between our organizations. As a point of clarification, my letter of April 7 and this letter were written following a motion to do so passed by the CECBEMS' Board of Directors.

CECBEMS' concern arose from communication with a local EMS agency (LEMSA) staff member in the state of California. The LEMSAs staff member questioned the validity of a certificate that appeared to be issued by TargetSafety but that did not bear CECBEMS' accreditation statement. The LEMSAs staff member had checked CECBEMS' website and noted that TargetSafety is listed as an accredited provider. This inconsistency caused the LEMSAs staff member to question the validity of the certificate.

Following the communication with the LEMSAs staff member, I immediately checked with Laura Boehm, the contact listed on the TargetSafety application. I received an email from Ms. Boehm that said that the certificate did not include CECBEMS' statement because the student "took the state-approved version of the course (which uses a different testing methodology and different test questions than the CECBEMS' approved version of the course)."

The attached marketing material submitted to CECBEMS with the TargetSafety application for accreditation in January 2007 and attested to by your signature and that of Ms. Boehm says, "The following course catalog [is] currently in development. Courses will be rolled out over the next year as they are completed and approved by CECBEMS. New Courses will automatically be added [to] your library upon CECBEMS' approval." This material gave our reviewers every reason to believe that only CECBEMS' accredited courses would be offered by TargetSafety, which is consistent with our requirements. When the first of the TargetSafety courses was approved in March 2007, TargetSafety was listed on CECBEMS' Web site as an accredited provider.

Ms. Boehm's message further stated that TargetSafety took this action "...so we wouldn't have to re-apply to states where our content was already approved until that approval expires (since several states require an additional approval process even for CECBEMS' approved content)." However, the state of California accepts CECBEMS' accredited courses with no further approval required, hence the question from the California LEMSAs staff about the validity of the TargetSafety certificate. CECBEMS has assured the State of California that it is working with TargetSafety to resolve the problem. CECBEMS certainly does not want a student to have credit denied for a course that the student and his/her employer both had good reason to believe CECBEMS has accredited.

Our concern is that the situation that has occurred in California has potential to be repeated in other states. This means that either the EMS provider will have to prove to the respective state EMS office that the certificate(s) he/she is presenting is valid or that the state will ask CECBEMS to validate the certificate(s) from its database. Either way, CECBEMS' response would be that the course

Continuing Education Coordinating Board for Emergency Medical Services

EX4_008

May 14 2008 4:55PM

CECBEMS

21 20545

p. 3

Bruce Kaechele
May 14, 2008
Page 2

completion(s) for that student has not been reported to its database and that the student's CE is not valid. Surely, you will agree that this is not good for the student or for either of our organizations. CECBEMS' sponsoring organizations, which include the National Association of State EMS Officials and the National Registry of EMTs (NREMT), chartered CECBEMS to maintain an orderly accreditation process on which students, employers, and our sponsoring organizations can rely. If we cannot resolve the existing confusion by June 11, 2008, we will have no choice but to alert state offices and NREMT of the situation discussed in this letter and tell them what we are doing to minimize problems.

TargetSafety must take the following steps by June 11 in order to resolve this issue.

1. Replace all previous versions of course titles with the CECBEMS' accredited version of that title by a mutually agreeable date.
2. Give CECBEMS a list of all states in which TargetSafety is offering the non-CECBEMS accredited version of any course titles. CECBEMS will work with each state to ensure that students receive CECBEMS' credit for these titles, regardless of the version they completed.
3. Report course completions for all students completing any version of the CECBEMS' accredited titles to the CECBEMS' database by a mutually agreeable date.
4. Report to CECBEMS any other situations that may exist with regard to the delivery of EMS continuing education that CECBEMS may not be aware of at this time. It is very important that TargetSafety make full and complete disclosure so that we can work together to head off further confusion.

CECBEMS accreditation is a national accreditation and applies to accredited course completions in all states. The decision that TargetSafety and all EMS CE providers must make is whether or not CECBEMS' requirements are a good fit for their business plan. If your decision is to be CECBEMS' accredited, then you need to adhere to what the marketing material submitted with your application said you would do. If you want to maintain your accreditation, we will help you do that, but you will have to make full disclosure so we can arrive at a plan by which TargetSafety can meet CECBEMS' requirements. If we cannot arrive at a mutually agreeable plan, then TargetSafety will lose CECBEMS' accreditation.

I will be in San Diego, CA, May 26-28, 2008, with a member of the CECBEMS Board of Directors to meet with the California EMS Administrators at their 2008 Conference. We would be happy to meet with you in person at that time to discuss a plan for resolving this issue.

I hope this letter has conveyed the urgency of resolving this situation quickly and the willingness of CECBEMS to work with TargetSafety to do so.

Sincerely,



Elizabeth Sibley
Executive Director

Attachment

EX4_009

TargetSafety

Online EMS Continuing Education

TargetSafety is in the process of developing a comprehensive EMS continuing education program. Our courses allow EMT Basic, Intermediate, Paramedic, ECA or First Responders to complete their continuing education requirements when and where they have time in an engaging easy-to-use format.

Two year individual subscription with unlimited access to all courses for \$164.95

For more information and to register please visit,
www.targetsafety.com/fire/ems/

or call toll free 877.944.6372

TargetSafety, Inc.
10815 Rancho Bernardo Road, Suite 250
San Diego, CA 92127



Course Catalog

The following course catalog currently in development. Courses will be rolled out over the next year as they are completed and approved by CECBEMS. New courses will automatically be added your library upon CECBEMS approval.

Preparatory (hours)

Health and Wellness (1)
Diet and Nutrition (1)
Back Injury Prevention (1)
Workplace Stress (1)
Infectious Disease Control (1)
Medical, Ethical, and Legal Issues in Emergency Care (1)
HIPAA Awareness (1)
Protecting Yourself From Influenza (1)
HIV Awareness (2)
HIV Awareness - Florida (2)

Trauma (hours)

Shock Basic (1)
Shock Advanced (1)
Burn Management Basic (1)
Burn Management Advanced (1)
Musculoskeletal Injuries Basic (1)
Musculoskeletal Injuries Advanced (1)
Head and Face Emergencies Advanced (1)
CNS Injuries Basic (1)
CNS Injuries Advanced (1)

Medical (hours)

Respiratory Emergencies Basic (1)
Respiratory Emergencies Advanced (1)
Pharmacology Basic (1)
Pharmacology Advanced (1)
Cardiac Emergencies Basic (1)
Cardiac Emergencies Advanced (1)
Altered Mental Status (1)
Poison and Overdose Basic (1)
Environmental Emergencies Basic (1)
Environmental Emergencies Advanced (1)
Behavioral Emergencies Basic (1)
Behavioral Emergencies Advanced (1)
Non-Traumatic Abdominal Injuries (1)
Allergies Basic (1)
Allergies Advanced (1)

Airway (hours)

Respiratory System: Anatomy and Physiology (1)
**Airway Management Basic (1)
**Airway Management Advanced (1)

Special Considerations (hours)

**Obstetrical Emergencies Basic (1)
Obstetrical Emergencies Advanced (1)
Neonatology Advanced (2)
Pediatric Medical Emergencies Basic
Pediatric Medical Emergencies Advanced (2)
Geriatric Emergencies Advanced (2)
The Challenged Patient Advanced (2)

Operations (hours)

**EMS Driving Safety (1)
Introduction to Hazardous Materials (2)
Hazard Communications (1)
Confined Space Entry (1)
Emergency Response to Terrorism (4)
Managing MCIs (1)



**Continuing Education Hours have been applied for through the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) for the courses marked with **.



Procopio, Cory, Hargreaves & Savitch LLP

Frank L. Tobin
Direct Dial: (619) 525-3802
E-mail: flt@procopio.com

May 19, 2008

VIA FACSIMILE AND FEDERAL EXPRESS

Elizabeth Sibley
Executive Director
CECBEMS
12200 Ford Road, Ste. 478
Dallas, Texas 75234

Re: CECBEMS Letter of May 14, 2008

Dear Ms. Sibley:

This office represents TargetSafety.com, Inc. TargetSafety has asked us to respond to your May 14, 2008 letter.

On April 25, 2008, Bruce Kaechele, President and CEO of TargetSafety wrote in response to your April 11, 2008 letter to Laura Boehm. In Mr. Kaechele's April 25, 2008 letter to you, he asked you for specific information including:

1. The specific source and basis for the accreditation requirements alleged in your April 11, 2008 letter;
2. Specification of which CECBEMS specific accreditation requirements are allegedly not being complied with by TargetSafety and the basis for those requirements;
3. Whether there had been a vote by the CECBEMS board of directors to withhold, suspend or revoke TargetSafety's accreditation based on evidence of "fraud, deception or impropriety"; and
4. If a vote had been taken, written notice of any decision of the Board and written notice of the CECBEMS standards with which the evidence suggests that TargetSafety is not compliant.

Mr. Kaechele also pointed out TargetSafety's concern that CECBEMS was not following its own stated processes. Mr. Kaechele reiterated in his letter that any notification to state EMS

550 B Street, Suite 2100 • San Diego, CA 92101-4409 • T. 619.239.1900 F. 619.239.0388

RENTON/SEATTLE OFFICE: 1817 Third Avenue, Suite 300 • Renton, WA 98057 • T. 206.391.6700 F. 206.391.1158

www.procopio.com 113291/000001/92004601

EX5_011



Elizabeth Sibley
May 19, 2008
Page 2

offices. The National Registry and the staff and board members of each of its sponsoring organizations that the courses offered by TargetSafety do not comply with CECBEMS accreditation requirements and that accreditation was withdrawn pursuant to *The Policy for the Denial, Suspension, or Revocation of CECBEMS Accreditation* would be incorrect and contrary to CECBEMS own policy and appeal process. Mr. Kaechele reiterated that such notification would cause irreparable harm to TargetSafety's business and that TargetSafety would have no choice but to hold CECBEMS accountable for all such harm to the fullest extent provided by law.

Mr. Kaechele gave you until May 2, 2008 to respond. However, no response was received until May 14, 2008. Your May 14, 2008 letter ignores TargetSafety's request for information and simply dictates alleged steps that TargetSafety "must" take by June 11, 2008 or presumably CECBEMS will revoke TargetSafety's CECBEMS' accreditation.

This is a very serious matter. Based on our review of this matter, CECBEMS is not following its policies and procedures. CECBEMS' conduct and threat to revoke TargetSafety's CECBEMS' accreditation provides TargetSafety with a variety of legal claims. TargetSafety remains open and willing to discuss issues with CECBEMS in an effort to explore ways to resolve this matter. However, TargetSafety is not able to engage in any such discussions in light of the current arbitrary deadline imposed by CECBEMS of June 11, 2008. Under the current deadline of June 11, 2008, TargetSafety believes it only has time to address this matter legally. There is simply not enough time by June 11, 2008 to have meaningful discussions in connection with exploring a resolution and, thereafter, have time to take legal action in the event that such discussions are not productive.

Accordingly, we are writing on behalf of TargetSafety to request that you notify us by close of business on Wednesday, May 21, 2008 that CECBEMS will extend the June 11, 2008 deadline to allow the parties more time to explore a resolution of this matter. If CECBEMS and their directors will not extend the deadline and provide TargetSafety with the information to properly respond to the issues raised by CECBEMS, TargetSafety will take any and all appropriate legal actions to defend itself and will put CECBEMS, all CECBEMS Directors, Director Alternates, and all organizations listed on CECBEMS' letterhead on notice of those legal actions.

We look forward to hearing your response to the above by May 21, 2008.

Very truly yours,

Frank L. Tobin

FLT/mdir

*****							P. 01	*****
TRANSACTION REPORT								
MAY-19-2008 MON 01:16 PM								
FOR: Procopio, Cory								
619 235 0398								
SEND								
DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	N#	DP
MAY-19	01:15 PM	912144320545	1:19	3	FAX TX	OK	863	
TOTAL :							1M 16S	PAGES: 3



Procopio, Cory, Hargreaves and Savitch LLP

FACSIMILE

FACSIMILE TRANSMISSION

DATE: May 19, 2008

TOTAL PAGES, INCLUDING COVER:

3

To:

NAME	FACSIMILE NO.	TELEPHONE NO.
Elizabeth Sibley CECBEMS	(214) 492-0545	(972) 247-4442

FROM: Frank L. Toblin

RE: CECBEMS Letter of May 14, 2008

CC:

MESSAGE: Attached please find correspondence of today's date in the above-referenced matter.

Thank you.



Procopio, Cory, Hargreaves and Savitch LLP

FACSIMILE

FACSIMILE TRANSMISSION

DATE: May 19, 2008

TOTAL PAGES, INCLUDING COVER:

3

To:

NAME:	FACSIMILE NO.	TELEPHONE NO.
Elizabeth Sibley CECBEMS	(214) 432-0545	(972) 247-4442

FROM: Frank L. Tobin

RE: CECBEMS Letter of May 14, 2008

CC:

MESSAGE: Attached please find correspondence of today's date in the above-referenced matter.

Thank you.

CONFIDENTIAL INFORMATION

PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and it is intended only for the use of the individual(s) named above, and others who have been specifically authorized by such individual(s). If you are not the named recipient(s) or authorized by the named recipient(s), you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone ((619) 238-1900) and return this facsimile message to the sender via the U.S. Mail (530 B Street, Suite 2100, San Diego, California 92101). Thank you.

Please deliver the accompanying document(s) as soon as possible to the addressee. If a problem occurs in transmission, please telephone immediately (619) 238-1900.

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Client/Matter No.:
Equifax No:
Document:

EX5_014

FACSIMILE

SCICCHITANO & PINSKY, PLLC

5789 Widewaters Parkway
Syracuse, New York 13214-2807
Fax: (315) 475-8230
Phone: (315) 428-8344
e-mail: mail@sfplawfirm.com

PERSONAL & CONFIDENTIAL

Date: May 27, 2008
Fax No.: (760) 931-1155
To: Frank L. Tobin, Esq.
From: Bradley M. Pinsky, Esq.
Pages: 2
Re: CECBEMS

Please see the attached.

The information contained in this facsimile message is attorney privileged and confidential, intended only of use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that dissemination, distribution or copying of this information is prohibited. If you have received this communication in error, please notify us immediately by telephone.

SCICCHITANO & PINSKY, PLLC
ATTORNEYS AT LAW

Partners:

Gregory A. Scicchitano, Esq. *

Bradley M. Pinsky, Esq.

*Also Admitted in NJ and PA

May 21, 2008

5789 Widewaters Pkwy
Syracuse, New York 13214

(315) 428-8344

(315) 475-8230 (fax)

David B. Garwood, of counsel

VIA FACSIMILE & FIRST CLASS MAIL

(760) 981-1155

Frank L. Tobin, Esq.

Procopio, Cory, Hargreaves & Savitch LLP

530 B Street, 21st Floor

San Diego, CA 92101

Re: CECBEMS

Dear Mr. Tobin:

We serve as national counsel to CECBEMS. We have received your letter on behalf of your client. Your client has failed to cooperate with CECBEMS' demands. Your numerous threats do not serve your client and your client has failed to comply with CECBEMS' demands by the date required. It is certainly your choice to try to turn the burden upon CECBEMS, but I promise that will not benefit your client.

Your client made significant and material misrepresentations in its application. Accreditation was provided based upon those misrepresentations. The misrepresentations have now come to light and your client was very pleasantly requested to solve the issue. We cannot fathom why your client would refuse to come into compliance with CECBEMS' demands.

That being said, if your client does not comply with the letter by the required date (and some deadlines have already passed), CECBEMS will take the promised actions. Your client simply has a choice. It can pursue this course of antagonistic responses and lose its accreditation, or it can take reasonable steps to comply. We will not provide any additional information as your client certainly understands the issue and the steps necessary to resolve it.

Therefore, we hope to receive your client's response of a plan of correction and the other items demanded by the date due. We again look forward to working with your client, but warn that your antagonistic and threatening tone will not serve your client well.

You may contact us with any questions, but we strongly suggest a more cooperative tact.

Very truly yours,

SCICCHITANO & PINSKY, PLLC

By:


Bradley M. Pinsky

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

151567 - TC

**June 04, 2008
14:52:34**

Civ Fil Non-Pris

USAO #: 08CV0994

Judge.: JANIS L. SAMMARTINO

Amount.: \$350.00 CK

Check#: BC13273

Total-> \$350.00

FROM: TARGETSAFETY.COM VS.
CONTINUING EDUCATION BOARD FOR
EMERGENCY MEDICAL SERVICES INC

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

TARGETSAFETY.COM, INC., a California corporation

(b) County of Residence of First Listed Plaintiff: San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Frank L. Tobin, Esq. (SBN 166344)
Procopio, Cory, Hargreaves & Savitch LLP
530 B Street, Suite 2100, San Diego, CA 92101

DEFENDANTS

CONTINUING EDUCATION COORDINATING BOARD FOR EMERGENCY
MEDICAL SERVICES, INC., a Missouri non-profit corporation
and DOES 1-10

County of Residence of First Listed Defendant: Dallas
(IN U.S. PLAINTIFF CASES, ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

Bradley M. Pinsky, Esq.
Scicchitano & Pinsky, PLLC
5789 Widewaters Pkwy. Syracuse, New York 13214

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
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V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. section 1332

Brief description of cause:

Declaratory Relief, Contract, Specific Performance, Injunction

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE